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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Jeffrey L. Alter		05/16/2003	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Hobie Cat Company	
Street Address:	4925 Oceanside Boulevard	
City:	Oceanside	
State/Country:	CALIFORNIA	
Postal Code:	92056	
Entity Type:	CORPORATION: MISSOURI	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2045155	FLOAT CAT

CORRESPONDENCE DATA

Fax Number: (314)612-7881

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314/444-7881

Email: TLeach@lewisrice.com

Correspondent Name: Thad N. Leach

Address Line 1: 500 N. Broadway, Suite 2000

Address Line 2: Box IP Department

Address Line 4: St. Louis, MISSOURI 63102

NAME OF SUBMITTER: Chad W. Brigham

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into this 6 day of 7, 2003 (the "Effective Date") by and between JEFFREY L. ALTER, an individual resident of the State of California ("Assignor"), and HOBIE CAT COMPANY, a Missouri corporation ("Assignee") (Assignor and Assignee are collectively referred to herein as the "Parties").

WHEREAS, pursuant to that certain Consent of Shareholders to Voluntarily Dissolution of Hobie Outback, Inc. dated December 31, 1996, and those certain Articles of Dissolution dated February 28, 1997, Assignor is the sole owner of the mark FLOAT CAT, Reg. No. 2,045,155, which was registered in the United States Patent and Trademark Office on, and has been used since, March 11, 1997, (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor has in and to the Mark and the registration therefor, together with the goodwill of the business with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringement thereof.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor hereby transfers, grants, conveys, and assigns to Assignee all of Assignor's rights, title, and interest in and to the Mark, in all of its respective forms, together with the goodwill of the business symbolized by the Mark, and the above identified registration thereof. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee. Without limiting the foregoing, Assignor agrees to assist Assignee with the appropriate assignment of the registration for the Mark.
- 2. <u>Right to File for Registration</u>. Assignor hereby transfers, grants, conveys, and assigns to Assignee the sole and unencumbered right to file for and obtain worldwide registrations for any or all of the Mark, in any or all of its respective forms, in any and all trademark and service mark categories as are applicable.
- 3. <u>Exclusive Use; Covenant Not to Challenge</u>. Assignor is not to use or display the Mark, in any form, or any mark or marks confusingly similar thereto. Furthermore, Assignor agrees not to contest or otherwise challenge the validity of the Mark or Assignee's ownership of the Mark in any form.

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- 4. <u>Effective Date</u>. This Agreement and all of the terms and conditions herein are effective as of the Effective Date. The ongoing covenants of the parties as are set forth herein shall continue in effect until such time as this Agreement is terminated and/or amended by a written instrument signed by both parties hereto, or their respective permitted successors and assigns.
- 5. <u>Effect of Agreement</u>. Nothing in this Agreement may be construed to effect any other trademark or service mark assignment or related agreement that may be entered into by and between the Parties.
- 6. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, and not necessarily on the same date, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties execute this Agreement as of the date first above written.

ASSIGNOR

Dated: 316 0

ASSIGNEE

HOBIE CAT COMPANY

Doug Skidmore

President

Dated: 5/19/03

RECORDED: 11/18/2003